

# Exhibit B

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: NATIONAL FOOTBALL  
LEAGUE PLAYERS' CONCUSSION  
INJURY LITIGATION

Kevin Turner and Shawn Wooden,  
*on behalf of themselves and  
others similarly situated,*

Plaintiffs,

v.

National Football League and  
NFL Properties LLC,  
successor-in-interest to  
NFL Properties, Inc.,

Defendants.

THIS DOCUMENT RELATES TO:  
ALL ACTIONS

No. 2:12-md-02323-AB

MDL No. 2323

**Hon. Anita B. Brody**

Civ. Action No. 14-00029-AB

**INTERROGATORIES DIRECTED TO RESPONDENTS,  
DENNIS C. REICH, ROBERT J. BINSTOCK, AND  
REICH & BINSTOCK, LLP**

Pursuant to the Court's Order dated July 19, 2017 (ECF No. 8037), Co-Lead Class

Counsel hereby serve the following Interrogatories to be responded to by no later than August 14, 2017 by respondents, Dennis C. Reich, Robert J. Binstock and Reich & Binstock, LLP. A copy of that July 19, 2017 Order accompanies these Interrogatories.

## **DEFINITIONS AND INSTRUCTIONS**

Unless otherwise indicated, the following definitions and terms shall be applicable to the Interrogatories contained herein, and you are requested to provide the information required by each definition, where applicable.

1. The “Settlement” means the Class Action Settlement (As Amended), dated February 13, 2015 [ECF No. 6481-1], and finally approved by the Honorable Anita Brody of the United States District Court for the Eastern District of Pennsylvania on April 22, 2015 [ECF No. 6509], available at <https://www.nflconcussionsettlement.com/Documents.aspx>.
2. The “BAP” means the Baseline Assessment Program, as defined in section 2.1(i) an Article V of the Settlement.
3. The “MAF” means the Monetary Award Fund, as defined in section 2.1(bbb) and Article VI of the Settlement.
4. “Medical Services” means any consultation, evaluation, examination, treatment, or diagnosis with or from a medical professional.
5. “Solicitation” means any communication, whether printed, electronic, telephonic, mailed, emailed, on the internet, which was intended, in whole or in part, to seek representation of, or to provide monies or other services to Retired NFL Football Players.
6. “Communication” or “Communicated” means any written statement (or the making thereof) whether in print or electronic form, as well as any oral communications (or the making thereof), in person or over the telephone or internet medium.
7. “Identify,” when used with respect to a person, means to state the full name, current address, or if not available, last known address, telephone number and email address, if known, and affiliation with any organization, corporation, firm or other entity. “Identify,” when

used with respect to a document, means to state the author(s), date, recipient(s), type, subject matter and any other identifying information with respect to the document.

8. “Retired NFL Football Player” means all living retired NFL football players, as that term is specifically defined in section 2.1(ffff) of the Settlement.

9. “You” or “Your” means Dennis C. Reich, Robert J. Binstock, and Reich & Binstock, LLP, and their present and former directors, officers, employees, contractors, agents, consultants, and affiliates and their attorneys, or other persons acting for or on behalf of any of them.

10. In order to bring within the scope of these interrogatories all conceivably relevant information that might otherwise be construed to be outside their scope:

- a. the singular of each word shall be construed to include its plural and vice versa;
- b. “and,” as well as “or,” shall be construed conjunctively as well as disjunctively;

and

- c. “all,” “any,” “each,” and “every” shall each be construed as all, any, each and every.

## **INTERROGATORIES**

### **Interrogatory No 1.**

Identify every Retired NFL Football Player with whom You have entered into any agreement related in any way to the Settlement and state the nature of each agreement into which You entered with each Retired NFL Football Player. Include the date that each agreement was signed by the Retired NFL Football Player or on his behalf, the fee arrangement (*i.e.*, the contingent fee percentage or other monies You are to be paid) and, if applicable, the date on

which the Retired NFL Football Player discharged You. Additionally, to the extent that any Retired NFL Football Player entering into an agreement with You, also entered into an agreement(s) with a third party in connection with the Settlement, whether You were directly involved in that agreement or not, identify that third party (including, but not limited to, Case Strategies Group (formerly known as NFL Case Consulting, LLC)(“CSG”), other claims services providers, lenders or others), the nature of that agreement, the fee arrangement thereunder and the date on which that agreement was signed by the Retired NFL Football Player or on his behalf. In lieu of responding to this Interrogatory, You may produce to the undersigned copies of all agreements concerning which information is requested.

**Interrogatory No 2.**

Identify every Retired NFL Football Player referred for, sent to, or scheduled for any type of Medical Services, by You, anyone working on Your behalf, or working in conjunction with You in any way, and the date(s) the Medical Services were rendered and the name and location of the medical provider who rendered these Medical Services.

**Interrogatory No 3.**

Identify every Retired NFL Football Player for whom You, or anyone working on Your behalf, or working in conjunction with You in any way, have been involved in the payment, directly or through others, for a Retired NFL Football Player’s travel and related expenses (whether on a non-recourse or recourse basis) in connection with obtaining any Medical Services to assist the Retired NFL Football Player in any way in participating in the Settlement.

**Interrogatory No 4.**

Identify every individual and entity with whom You, anyone working on Your behalf, or working in conjunction with You in any way, have worked or Communicated in connection with

any Retired NFL Football Player's obtaining any Medical Services to assist the Retired NFL Football Player in any way in participating in the Settlement, including, but not limited to, medical providers, claims services providers, lenders or others. For each such individual and/or entity, explain the details of the relationship and identify each Retired NFL Football Player involved.

**Interrogatory No 5.**

Identify every individual and entity, including but not limited to CSG, with whom You, anyone working on Your behalf, or working in conjunction with You in any way, have any financial relationship or understanding, whether recourse or non-recourse, whether in writing or verbal, related to any Retired NFL Football Player's participation in the Settlement. For each such individual and entity, explain the details of the relationship and identify each Retired NFL Football Player involved. Identify any document related to the relationship.

**Interrogatory No. 6.**

Identify every individual and entity from whom You have obtained the contact information for any Retired NFL Football Player, including their home or cellular telephone numbers, home or business addresses, and email addresses.

**Interrogatory No. 7.**

Identify every individual and entity to whom You have provided any contact information for any Retired NFL Football Player.

**Interrogatory No. 8.**

Identify every person or entity with whom You have entered into any agreement, whether written or verbal, related to the Settlement, including but not limited to the referral of Retired NFL Football Players for legal representation, Settlement benefits claims services, Medical

Services, or any other services or provisions of monies, related to the Settlement, or the suggestion to Retired NFL Football Players that they contact individuals or entities in connection with the provision of any representation, services or monies related to the Settlement, and state the nature of each agreement.

**Interrogatory No. 9.**

Identify every individual and entity with whom You, anyone working on Your behalf, or working in conjunction with You in any way, Communicated related to the Solicitation of Retired NFL Football Players.

Dated: July 28, 2017

/s/ Christopher A. Seeger  
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*Co-Lead Class Counsel*